



FOR COUNTY USE ONLY

County of San Bernardino

F A S

STANDARD CONTRACT

X	New	Vendor Code		SC	Dent.	A	Contract Number	
	Change				PAC			
	Cancel							
County Department Coroner				Dept. Orgn.		Contractor's License No.		
County Department Contract Representative Edward E. Harter, Jr., Assistant Coroner				Telephone (909) 387-2976		Total Contract Amount \$544,003.00		
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:								
If not encumbered or revenue contract type, provide reason: _____								
Commodity Code			Contract Start Date 7/8/03		Contract End Date 6/30/05		Original Amount	
							Amendment Amount	
Fund AAA	Dept. PAC	Organization COR	Appr. 200	Obj/Rev Source 2445	GRC/PROJ/JOB No. Transport		Amount \$544,003.00	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.		Amount	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.		Amount	
Project Name Body Transport Services				Estimated Payment Total by Fiscal Year				
				FY	Amount	I/D	FY	Amount
				03/04	\$266,715	1		
				04/05	\$277,288	1		
Contract Type - 2(h)								

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

SOUTHWEST MORTUARY SERVICES, INC.

Hereinafter called Vendor

Address

26012 Marquerite Parkway Ste. H312

Mission Viejo, CA 92692

Telephone

(714) 835-2831

Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

THIS AGREEMENT is made and entered into by the County of San Bernardino, hereinafter referred to as "County," on behalf of the Coroner Department, hereinafter referred to as "Coroner," and Southwest Mortuary Services, Inc., hereinafter referred to as "Vendor."

WHEREAS, Coroner has the need for professional body transport services; and

WHEREAS, Vendor is able to perform the required professional body transport services; and

WHEREAS, Coroner and Vendor wish to cooperate in the provision of these body removal services,

NOW, THEREFORE, the parties hereto enter into this Agreement as a full statement of their respective responsibilities during the term of this Agreement, and in consideration of the representations made above and the covenants and conditions set forth herein, the parties agree as follows:

I. GENERAL SERVICE REQUIREMENTS

The County accepted Vendor's proposal to provide quality, efficient and professional Body Transportation Services. Vendor is required to comply with all requirements, terms and conditions as stated in the RFP and Agreement.

San Bernardino County encompasses 20,160 square miles, the largest county in the Continental United States. It borders Los Angeles, Riverside, Orange and Kern Counties and the States of Arizona and Nevada. Due to its size, the County has been divided into two areas for purposes of this Agreement: Area 1) Central Valley, Mountain Areas and Morongo Basin; and Area 2) Desert Division. Within each area the County has designated transportation "zones" for the purpose of fee charges. All bodies will be transported to the Central Morgue Facility, located at 175 South Lena Rd., San Bernardino, California 92415.

There are requirements which apply to both areas and special requirements which apply to particular zones. All requirements are specified in the following sections:

II. SCOPE OF WORK

A. VENDOR RESPONSIBILITIES

1. Must be familiar with all of the specifications, terms and conditions, and geographical areas.
2. Possess and maintain all appropriate permits and licenses necessary in the performance of services required under this proposal. Vendor will provide copies of licenses upon request.
3. Must work closely with County Coroner's Department to ensure that bodies are picked up as required.
4. Maintain adequate files and records and meet statistical reporting requirements.
5. Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.
6. Fulfill standard Agreement requirements, including indemnification and insurance, of the County.
7. Must provide labor and equipment.
8. Supply body transportation services, at times requested and/or specified by the County.
9. All employees working under this Agreement must be issued picture identification and required to wear at all times while performing services under this Agreement.
10. Cost of background checks, as required by the County, are the responsibility of Vendor.

B. BACKGROUND INVESTIGATION

1. All personnel employed through the contracted Vendor, and working under this Agreement shall undergo and pass a background investigation prior to being authorized to perform services related to this Agreement.
2. Vendor shall submit a complete background check package for each employee (including any Sub Vendor) who will provide services as requested in this Agreement.
3. The cost of the background checks shall be paid by Vendor.
4. Disqualifying information includes, but is not limited to the following:

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- Character / Moral Turpitude Violations
 - Theft / Related Offenses
 - Felony Convictions
 - CORI Criminal Offender Record Information
 - CLETS = California Law Enforcement Telecommunication Systems
 - Any information that would prohibit Vendor/employee access to CLETS and/or CORI as outlined by the California Department of Justice.
5. The Vendor shall immediately notify County in the event any personnel, corporate officer or individual with an ownership interest is convicted or under investigation involving any of the following listed offenses. This may be cause for denial of application to use Vendor's employee to supply services under this Agreement or termination of the Agreement. The offenses are as follows:
- a. Any crimes listed in California Penal Code Section 290
 - b. DUI (regardless of felony or misdemeanor)
 - c. Any crimes enumerated in section 2432.3 of the Vehicle Code
 - d. Any of the below listed offenses, if within 5 years of Agreement issuance date: (or on probation or parole).
 - e. Vehicle Theft
 - f. Fraud
 - g. Stolen Property
 - h. Crimes of Violence
 - i. Any crime relating to narcotics or any controlled substance
6. The San Bernardino County Sheriff will conduct a complete background check on each Vendor employee who will be providing services for the County, which will include, but not be limited to, a review of the Vendor's background check of each Vendor employee, polygraph evaluations, and submission of fingerprints to U.S. Department of Justice. Additionally, the County will conduct psychological evaluations on each Vendor employee providing services for the County. All of these background investigative components, with the exception of the Vendor's initial background check, will be paid for by the County.
7. Vendor shall make its employees available for the County to conduct the background investigations and the County shall not be responsible for any wages of Vendor's employees during the background evaluation process.
8. In the County's sole discretion, background investigations conducted by another law enforcement agency involving services provided by Vendor to another public agency may be substituted for evaluation by the County.

C. BACKGROUND INFORMATION FOR AREAS

1. Area 1: Central Valley, Mountain Areas and Morongo Basin
- a. The total removals will be approximately 1,000 cases annually. This total is not a guarantee of number of cases.
 - b. The County reserves the right to make removals by other sources when, in its sole determination, extraordinary circumstances prevail.
 - c. The County reserves the right to exclude from the Agreement remote rural mountain and/or desert areas.

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- d. Approximately 50% of the cases will require two attendants. The remainder is institutional and may require only one (1) attendant.
- e. Approximately 5% of the cases require special handling which may include decomposition, parasite infestation, severe trauma, and large bodies in excess of 250 lbs.

2. Area 2: Desert Division

- a. The total removals will be approximately 400 cases annually. This total is not a guarantee of number of cases.
- b. The County reserves the right to make removals by other sources when, in its sole determination, extraordinary circumstances prevail.
- c. The County reserves the right to exclude from the Agreement remote rural mountain and/or desert areas.
- d. Approximately 50% of the cases will require two attendants. The remainder is institutional and may require only one (1) attendant.
- e. Approximately 5% of the cases require special handling which may include decomposition, parasite infestation, severe trauma, and large bodies in excess of 250 lbs.

D. REQUIREMENTS

1. Operational Requirements - All Areas

- Attendant Requirements: Two (2) attendants shall be used on all calls except when otherwise directed by the Coroner. One (1) attendant may be used on all institutional calls such as hospitals, convalescent hospitals, board and care facilities, etc. Transportation personnel, (the attendants) are responsible for the loading and unloading of their vehicles and the placement of bodies on the portable tables within the cold storage area of the coroner's morgue facility. It shall be the responsibility of transportation personnel to enter all required information into the coroner's transportation log located in the receiving area of the coroner's morgue facility.
- Multiple removals, same site: One (1) body will be carried in a transport service unit at one time except when more than one (1) body is to be removed from the death scene, or by permission of the Coroner. Vendor shall not provide body transport services for any individual, entity or business while providing transport services for the County. Any violation of this provision may be considered a material breach of this Agreement.
- Body position: Under normal circumstances, all bodies will be transported and delivered in a supine (face up) arms-folded position.
- Handling of personal effects: Vendor shall not transport a body with personal property, including jewelry, unless expressly directed by the Coroner or his designated Deputy.
- Transport to Central Morgue Facility: All bodies transported to the San Bernardino County Central Morgue Facility will be placed in body bags provided by the Coroner, and an evidence lock will be affixed through the zipper and pouch loop. The evidence lock ID# will be entered on the Coroner's transportation log. Only Coroner provided body bags and locks shall be used.

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- All remains shall be handled in a professional and dignified manner. All remains shall be handled in a manner which is consistent with the standard of care for the industry.
- Vendor's personnel shall direct all conversation at the scene of death only to Coroner's personnel.
- On hospital/institutional calls, any questions by families, friends, the media, etc., shall be referred to the Deputy Coroner handling the case. Any interaction by the Vendor's personnel with the public which is deemed to be in a rude, uncooperative or argumentative manner will not be tolerated, and may be grounds for removal of that employee on calls under this Agreement.

2. Response Requirements

Central Valley, Mountain Areas and Morongo Basin

Dispatch time: Vendor shall dispatch a transport service unit immediately after receiving a call from the Coroner or his deputy or other designated agent and arrive at the death scene within the time limits as specified herein, unless authorized by the requesting Deputy Coroner to a later mutually agreed upon time. Allowances will be made for any unusual situations such as weather, road, or traffic conditions, and remote areas.

a. Zone A

- Dispatch time: Response time shall be no greater than one (1) hour from the Central Division Coroner's Facility to all areas in Zone A. (Refer to Attachment A)

b. Zone B

- Response time shall be no greater than two (2) hours from the Central Division Coroner's Facility to all areas of Zone B. (Refer to Attachment A)

c. Single Telephone Contact

- Vendor will supply toll-free access telephone line to dispatch.
- Dispatch telephone contacts for County-wide regional transport services shall be made to a single telephone number. Dispatch telephone contact for area regional transport services shall be made to a single telephone number within that region. All such telephones shall be manned on a 24 hour basis.

Desert Division

Dispatch time: Vendor shall dispatch a transport service unit immediately after receiving a call from the Coroner or his deputy or other designated agent and arrive at the death scene within the time limits as specified herein, unless authorized by the requesting Deputy Coroner to a later mutually agreed upon time. Allowances will be made for any unusual situations such as weather, road, or traffic conditions, and remote areas.

a. Zone A

- Response time shall be no greater than one (1) hour from the Desert Division Coroner's Facility to all areas in Zone A. (Refer to Attachment B)

b. Zone B

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- Response time shall be no greater than two (2) hours from the Desert Division Coroner's Facility to all areas of Zone B. (Refer to Attachment B)
- c. Zone C
 - Response time shall be no greater than three (3) hours from the Desert Division Coroner's Facility to all areas in Zone C. (Refer to Attachment B)
- d. All response times should be no greater than driving time from the Desert Division Coroner's Facility, 15329 Bonanza Rd., Suite B, Victorville, California, to the scene of death. Allowances may be made for any unusual situation such as weather, road conditions, and remote areas.
- e. Single Telephone Contact
 - Vendor will supply toll-free access telephone line to dispatch.
 - Dispatch telephone contacts for County-wide regional transport services shall be made to a single telephone number. Dispatch telephone contact for area regional transport services shall be made to a single telephone number within that region. All such telephones shall be manned on a 24 hour basis.

3. Equipment Requirements

Central Valley, Mountain Areas and Morongo Basin

- Vendor shall maintain a minimum of (4) four removal vehicles, one of which will be 4-wheel drive for disaster purposes and one of which is capable of holding multiple decedents. Vehicles must be in good mechanical and operational condition. The vehicles shall be clean, without defect and professional in appearance.
- Each vehicle shall be equipped with a mobile radio and cellular phone approved by the Coroner.
- Such vehicles shall be the type of vehicle normally used in the mortuary trade for "first call/removal" and should be of a "van conversion/SUV" type vehicle.
- Vehicles utilized for this service shall be completely unmarked, free from company name, logo or any other business advertising message. Vehicles shall be void of placards, in and out of vehicles, identifying the vehicle as "Coroner Transport". Bumper stickers will not be permitted.
- Vehicles shall be subject to inspection and approval prior to the commencement of services under this Agreement and are subject to ongoing inspections during the course of this Agreement, while at the Central Morgue Facility.
- Vehicles utilized for this service shall be free of defects, without significant body, paint and/or other damage in appearance and in safe operational order. Recapped tires are not to be utilized. Vehicles shall be kept clean inside and outside and interiors sanitary and free of deleterious odors at all times. Such vehicles and the equipment thereof shall be mechanically cleansed with a 1:10 solution of bleach and water, or other EPA approved germicide as a disinfectant immediately after having been used for the transportation of a human body dead of contagious disease.
- Vendor shall be required to provide all necessary transport gurneys, stretchers, and sealer containers. Appropriate post cups shall be affixed to transport vehicle flooring to secure gurneys.

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- All vehicle windows shall be tinted to obscure public view to the extent as allowed by law.
- Vendor shall supply all protection items such as disposable gloves, gown, eye protection, barrier masks, jumpsuits, and disinfectant solutions (i.e. alcohol towelettes, alcohol foams, disinfectants, germicides and hazardous waste bags).
- All vehicles shall be equipped with a "2A10BC" fire extinguisher.
- All vehicles must carry snow chains to be able to traverse different types of terrain in all different kinds of weather.

4. Equipment Requirements

Desert Division

- Vendor shall maintain a minimum of three (3) removal vehicles, one of which will be 4-wheel drive for disaster purposes and one of which is capable of holding multiple decedents. Vehicles must be in good mechanical and operational condition. The vehicles shall be clean, without defect and professional in appearance.
- Each vehicle shall be equipped with a mobile radio and cellular phone approved by the Coroner.
- Such vehicles shall be the type of vehicle normally used in the mortuary trade for "first call/removal" and should be of a "van conversion/SUV" type vehicle.
- Vehicles utilized for this service shall be completely unmarked, free from company name, logo or any other business advertising message. Vehicles shall be void of placards, in and out of vehicles, identifying the vehicle as "Coroner Transport". Bumper stickers will not be permitted.
- Vehicles shall be subject to inspection and approval prior to the commencement of services under this Agreement and are subject to ongoing inspections during the course of this Agreement, while at the Central Morgue Facility.
- Vehicles utilized for this service shall be free of defects, without significant body, paint and/or other damage in appearance and in safe operational order. Recapped tires are not to be utilized. Vehicles shall be kept clean inside and outside and interiors sanitary and free of deleterious odors at all times. Such vehicles and the equipment thereof shall be mechanically cleansed with a 1:10 solution of bleach and water, or other EPA approved germicide as a disinfectant immediately after having been used for the transportation of a human body dead of contagious disease.
- Vendor shall be required to provide all necessary transport gurneys, stretchers, and sealer containers. Appropriate post cups shall be affixed to transport vehicle flooring to secure gurneys.
- All vehicle windows shall be tinted to obscure public view to the extent as allowed by law.
- Vendor shall supply all protection items such as disposable gloves, gown, eye protection, barrier masks, jumpsuits, and disinfectant solutions (i.e. alcohol towelettes, alcohol foams, disinfectants, germicides and hazardous waste bags).
- All vehicles shall be equipped with a "2A10BC" fire extinguisher.
- All vehicles must carry snow chains to be able to traverse different types of terrain in all different kinds of weather.

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4. Personnel Requirements

Central Valley, Mountain Areas and Morongo Basin

- Vendor shall employ a minimum of (12) twelve persons who are physically able to perform duties required to provide services under this Agreement, which may include, but not limited to, lifting human remains in excess of 200 pounds, hiking over rugged terrain, and driving substantial distances. The above staffing shall be exclusive of Administration/Management and dispatch personnel.
- Must have valid California driver's license and a driving record acceptable to the Coroner. Driver's license shall be made available upon demand of the Coroner or his designated Deputy.
- During all transport calls, Vendor and Vendor's employees shall present a professional appearance. Such uniform apparel shall consist of business attire approved by the Coroner or his designated Deputy.
- Vendor and Vendor's employees must not represent themselves as employees of the San Bernardino County Coroner Department, either by oral or written representation or omission of material fact. Vendor and its employees must be aware that in certain situations representing themselves as a peace officer, Coroner or Deputy Coroner may rise to the level of a violation of the California Penal Code.

Desert Division

- Vendor shall employ a minimum of (4) four persons who are physically able to perform duties required to provide services under this Agreement, which may include, but not limited to, lifting human remains in excess of 200 pounds, hiking over rugged terrain, and driving substantial distances. The above staffing shall be exclusive of Administration/Management and dispatch personnel.
- Must have valid California driver's license and a driving record acceptable to the Coroner. Driver's license shall be made available upon demand of the Coroner or his designated Deputy.
- During all transport calls, Vendor and Vendor's employees shall present a professional appearance. Such uniform apparel shall consist of business attire approved by the Coroner or his designated Deputy.
- Vendor and Vendor's employees must not represent themselves as employees of the San Bernardino County Coroner Department, either by oral or written representation or omission of material fact. Vendor and its employees must be aware that in certain situations representing themselves as a peace officer, Coroner or Deputy Coroner may rise to the level of a violation of the California Penal Code.

III. **GENERAL COUNTY AGREEMENT TERMS AND CONDITIONS**

Representation of the County

In the performance of the Agreement, Vendor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

Vendor Primary Contact

The Vendor will designate an individual to serve as the primary point of contact for the Agreement. Vendor or designee must respond to County inquiries within two- (2) business days. Vendor shall not change the primary contact without written acknowledgement to the County.

Change of Address

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Vendor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

Subcontracting

Vendor agrees not to enter into any subcontracts for work contemplated under the Agreement without first obtaining written approval from the County. Any subcontractor shall be subject to the same terms and conditions as Vendor. Vendor shall be fully responsible for the performance and payments of any subcontractor's contract.

Agreement Assignability

Without the prior written consent of the County, the Agreement is not assignable by Vendor either in whole or in part.

Agreement Amendments

Vendor agrees any alterations, variations, modifications, or waivers of the provisions of the Agreement shall be valid only when reduced to writing, executed and attached to the original Agreement and approved by the required persons.

Termination for Convenience

The County for its convenience may terminate the Agreement in whole or in part upon thirty (30) calendar day's written notice. Payment will be made to the Vendor for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of a termination notice Vendor shall promptly discontinue services unless the notice directs otherwise. Vendor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

Attorney Fees and Costs

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto and payable under Section IV INDEMNIFICATION AND INSURANCE REQUIREMENTS.

Venue

The venue of any action or claim brought by any party to the Agreement will be the Central District Court of San Bernardino County. Each party hereby waives any law or rule of the court which would allow them to request or demand a change of venue. If any action or claim concerning the Agreement is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to San Bernardino County.

Jury Trial Waiver

Vendor and County hereby waive their respective rights to trial by jury for any cause of action, claim, counterclaim, or cross-complaint in any action, proceeding, and/or hearing brought by either Vendor against County or County against Vendor on any matter arising out of, or in any way connected with, this Agreement, the relationship of Vendor and County, or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.

Licenses and Permits

Vendor shall ensure that it has all necessary licenses and permits required by Federal, State, County and municipal laws, ordinances, rules and regulations. The Vendor shall maintain these licenses and permits in effect for the duration of the Agreement. Vendor will notify County immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in immediate termination of the Agreement.

Labor Laws

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Vendor shall strictly adhere to the applicable provisions of the Labor Code regarding the employment of apprentices; minimum wages; travel and subsistence pay; retention and inspection of payroll records; Workers' Compensation; payment of wages. If applicable, the Vendor shall forfeit to the County the penalties prescribed in the Labor Code for violations.

Notification Regarding Performance

In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under the Agreement, the Vendor shall notify the County within one- (1) working day, in writing and by telephone.

Conflict of Interest

Vendor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Agreement or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Agreement or shall have any relationship to the Vendor or officer or employee of the Vendor.

Improper Consideration

Vendor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding the Agreement.

The County, by written notice, may immediately terminate any Agreement if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once an Agreement has been awarded.

Vendor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Vendor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

Inaccuracies or Misrepresentations

If in the course of the administration of this Agreement, the County determines that Vendor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the Agreement may be immediately terminated, notwithstanding Section X. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

Employment of Former County Officials

Vendor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Vendor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Vendor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Recycled Paper Products

The County has adopted a recycled product purchasing standards policy (11-10), which requires Vendors to use recycled paper for proposals and for any printed or photocopied material created as a result of an Agreement with the County. The policy also requires Vendors to use both sides of paper sheets for reports submitted to the County whenever practicable

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Artwork, Proofs and/or Negatives

All artwork, proofs and/or negatives in either print or digital format for this product are the property of the County of San Bernardino. These items must be returned to the County of San Bernardino within ten- (10) days, upon written notification to the Vendor. In the event of a failure to return the documents, the County is entitled to pursue any available legal remedies. In addition, the Vendor will be barred from all future solicitations, for a period of at least six- (6) months.

Invoices

Invoices will be submitted to the Coroner's Department two (2) times per month reflecting service periods of the 1st through the 15th, and the 16th through the 31st for each month. Cost for services will be paid according to the agreed upon amounts as noted on Attachment A and B of this agreement.

The invoice format shall be subject to approval by the Coroner's Department.

- At a minimum the invoice shall clearly reflect the service date, coroner case number, coroner case name, pick-up location description, removal and Zone charges, invoice number and statement period.
- Invoice detail sheets (call records) shall accompany each invoice, and is subject to approval by the Coroner's Department.
- Invoices will not be authorized for payment until received with accurate and complete information and in the format prescribed by the Coroner's Department.

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Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by Vendor pursuant to the Agreement shall be considered property of the County upon payment for services. All such items shall be delivered to County at the completion of work under the Agreement, subject to the requirements of Section III -Termination for Convenience. Unless otherwise directed by County, Vendor may retain copies of such items.

Release of Information

No news releases, advertisements, public announcements or photographs arising out of the Agreement or Vendor's relationship with County may be made or used without prior written approval of the County.

Disclosure of Criminal and Civil Proceedings

The County reserves the right to request the information described herein from the Vendor selected for Agreement award. Failure to provide the information may result in a disqualification from the selection process and no award of Agreement to the Vendor. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Vendor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of Agreement.

The selected Vendor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Vendor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Vendor may also be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Vendor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the county. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

IV. Indemnification:

1. Vendor shall defend, indemnify and hold County, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Vendor, its officers, employees, and agents.
2. County shall indemnify and hold Vendor, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys'

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fees, or claims for injury or damages are caused by or result from the negligent acts or omissions of County, its officers, employees, and agents.

3. In the event that Vendor or County is found to be comparatively at fault for any claim, action, loss or damage, which results from their respective obligations under this Agreement, the Vendor and/or County shall indemnify the other to the extent of its comparative fault.
4. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release either party from its indemnification obligations hereunder as to any claim or cause of action asserted so long as the event upon which such claim of action is predicted shall have occurred prior to the effective date of any such termination or completion.

V. Insurance:

Without in any way affecting the indemnity herein provided and in addition thereto the Vendor shall secure and maintain throughout this Agreement the following types of insurance with limits as shown:

1. **Workers' Compensation** – A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount or form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Vendor and all risks to such persons under this Agreement.
2. **Comprehensive General and Automobile Liability Insurance** – This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than \$1,000,000.
3. **Errors and Omissions Liability Insurance** – Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate or
4. **Professional Liability** – Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.
5. **Additional Named Insured** – All policies, except for Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.
6. **Waiver of Subrogation Rights** – Except for the Errors and Omissions Liability and Professional Liability, Vendor shall require the carriers of the above-required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors.
7. **Policies Primary and Non-Contributory** – All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
8. **Proof of Coverage** – Vendor shall immediately furnish certificates of insurance to the County Department administering the Agreement (Coroner) evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expired without thirty (30) days written notice to the Department, and Vendor shall maintain such insurance from the time Vendor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the Vendor shall furnish certified copies of the policies and all endorsements.
9. **Insurance Review** – The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurances is not available, is unreasonably priced, or is not needed to protect the interest of the County. In addition, if the Risk Manager determines that heretofore

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unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonable priced available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Vendor agrees to execute any such amendment within thirty (30) days of receipt.

VI. Status of Parties:

2. The parties hereby expressly understand and agree that this Agreement is not intended and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, or association between Vendor and County but is rather an Agreement by and between independent contractors.
3. The parties hereby expressly understand and agree that their employees, agents, and independent contractors are not the employees or agents of the other party for any purpose, including, but not limited to, compensation for services, employee welfare and pension benefits, other fringe benefits of employment, or workers' compensation insurance.

VII. Modification:

No modification, amendment, supplement to or waiver of any provision of this Agreement shall be binding upon the parties unless made in writing and duly signed by all parties.

VIII. Severability:

The provisions of this Agreement are specifically made severable. If any clause, provision, right and/or remedy provided herein are unenforceable or inoperative, the remainder of this Agreement shall be enforced as if such clause, provision, right and/or remedy were not contained herein.

IX. Alternative Dispute Resolution:

In the event Coroner determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Agreement or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. Notwithstanding the aforesaid, nothing herein shall preclude either party from pursuing its remedies at law.

X. Term and Termination:

This Agreement shall be effective July 8, 2003 through June 30, 2005. However, this Agreement may be terminated, with or without cause, by either party after giving the other party thirty (30) days advance written notice of its intention to terminate. The Coroner is authorized to initiate the termination on behalf of the County.

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XII. Notices:

All written notices provided for in this Agreement or which either party desires to give to the other shall be deemed fully given, when made in writing and personally delivered to the other party or deposited in the United States mail, certified with return receipt requested and postage prepaid, and addressed to the other party as follows:

San Bernardino County Coroner Department
175 South Lena Road
San Bernardino, CA 92415-0037
Attn: Brian McCormick,

Southwest Mortuary Services, Inc.
26012 Marguerite Parkway, Ste H312
Mission Viejo, CA 92692
Attn: Robin R. Marquez

XIII. Entire Agreement:

This Agreement contains the final, complete and exclusive Agreement between the parties hereto. Any prior Agreement promises, negotiations or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. This Agreement is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Agreement and signs the same of its own free will.

******* END OF THE AGREEMENT *******

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XIV. Authorization

The undersigned individuals represent that they are fully authorized to execute this Agreement on behalf of the named parties.

/ IN WITNESS whereof, this Agreement has been executed by the parties hereto as of the day and year first written above.

/

/

/

/

/

COUNTY OF SAN BERNARDINO

etc.)

►
Dennis Hansberger, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors
of the County of San Bernardino.

By _____
Deputy

Southwest Mortuary Services, Inc.
(Print or type name of corporation, company, contractor, vendor)

By: ►
(Authorized signature - sign in blue ink)

Name: Robin R. Marquez
(Print or type name of person signing Agreement)

Title: General Manager
(Print or Type)

Dated: _____

Address: 26012 Marguerite Parkway Ste.H312
Mission Viejo, CA 92692

Approved as to Legal Form

►
Charles Larkin, Deputy County Counsel

Date _____

Reviewed by Contract Compliance

►

Date _____

Presented to BOS for Signature

►
Brian McCormick, Coroner

Date _____

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ATTACHMENT A
PRICING –CENTRAL DIVISION BODY TRANSPORT SERVICES

Central Valley, Mountain Areas and Morongo Basin

A. BASIC REMOVAL FEE \$135.00.

Charged per case for the removal and transportation of one or more decedents from within Zone A to the Central Morgue Facility.

B ZONE B MILEAGE SURCHARGE \$ 150.00.

Charge would be added to the Basic Removal Fee for the removal and transportation of one case from within Zone B to the Central Morgue Facility. In cases involving the removal of multiple decedents, two (2) or more, from the same death scene, mileage zone charges will be authorized for one (1) vehicle transport only. In cases involving the removal of five (5) decedents at the same death scene, mileage will be authorized for one (1) disaster/multi-fatality vehicle. Exceptions to the number of decedents transported in a vehicle may be made by the Coroner or his designated Deputy.

C. FEES FOR TRIPS OUTSIDE OF SAN BERNARDINO COUNTY PRICE OUTSIDE OF THE COUNTY IN EXCESS OF 100 MILES ROUND TRIP \$1.50 PER MILE

Vendor may be required to make infrequent and reasonable trips outside of San Bernardino County. In this instance only, Vendor may, for cases over 100 miles round trip, charge /per mile.

D. DRY RUN FEE \$80.00

Charged for any call that is canceled by the Coroner within 15 minutes of the initial notification to dispatch. Any cancellation beyond the 15 minutes will be billed at 1 times the Basic Removal Fee. This fee will be authorized on a per vehicle basis, not a per case basis.

ATTACHMENT B
PRICING –DESERT DIVISION BODY TRANSPORT SERVICES

DESERT DIVISION

A. BASIC REMOVAL FEE \$215.00

Charged per case for the removal and transportation of one or more decedents from within Zone A to the Central Morgue Facility.

B. ZONE B MILEAGE SURCHARGE \$ 175.00

In addition to the Basic Removal Fee indicated above, for the removal and transportation of one cases from within Zone B to the Central Morgue Facility. In cases involving the removal of multiple decedents, two (2) or more, from the same death scene, mileage zone charges will be authorized for one (1) vehicle transport only. In cases involving the removal of five (5) decedents at the same death scene, mileage will be authorized for one (1) disaster/multi-fatality vehicle. Exceptions to the number of decedents transported in a vehicle may be made by the Coroner or his designated Deputy.

C. ZONE C MILEAGE SURCHARGE \$ \$260.00

Charge would be added to the Basic Removal Fee for the removal and transportation of one case from within Zone C to the Central Morgue Facility. In cases involving the removal of multiple decedents, two (2) or more, from the same death scene, mileage zone charges will be authorized for one (1) vehicle transport only. In cases involving the removal of five (5) decedents at the same death scene, mileage will be authorized for one (1) disaster/multi-fatality vehicle. Exceptions to the number of decedents transported in a vehicle may be made by the Coroner or his designated Deputy.

D. TRIPS OUTSIDE OF SAN BERNARDINO COUNTY IN EXCESS OF 100 MILES ROUND TRIP \$ 1.50 /PER MILE:

Vendor may be required to make infrequent and reasonable trips outside of San Bernardino County. In this instance only, Vendor may, for cases over 100 miles round trip, charge /per mile.

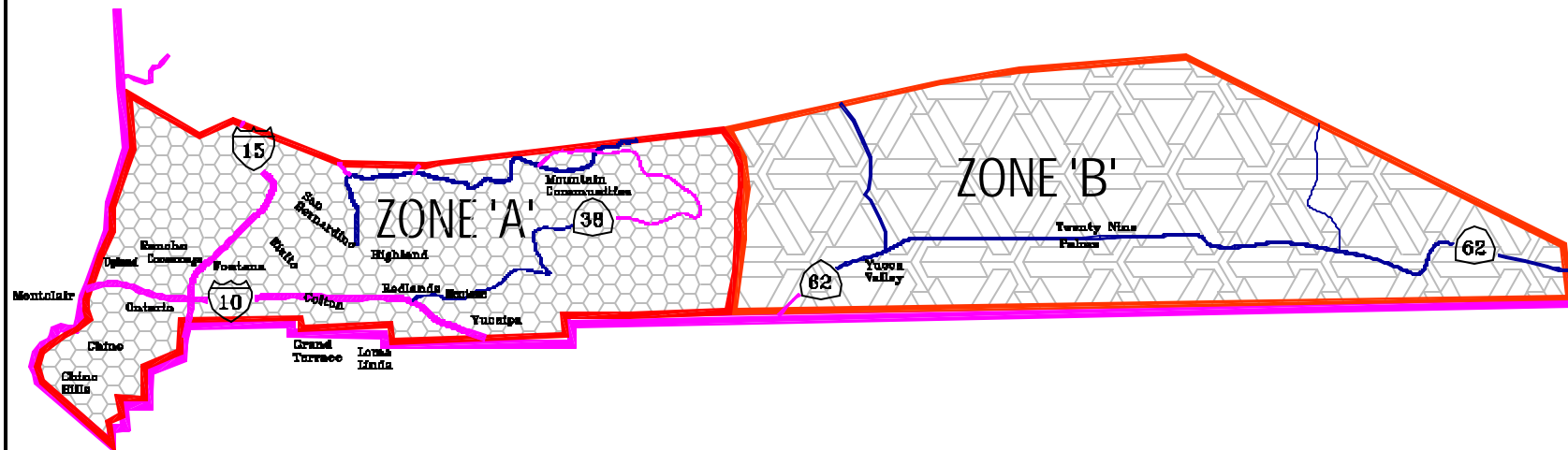
E. DRY RUN FEE \$80.00

Charged for any call that is canceled by the Coroner within 15 minutes of the initial notification to dispatch. Any cancellation beyond the 15 minutes will be billed at 1 times the Basic Removal Fee. This fee will be authorized on a per vehicle basis, not a per case basis.

(AS PER ATTACHMENT B)



San Bernardino County Coroner
Transportation Zone Map
Central Division



San Bernardino County Coroner
Brian Mc Cormick, Coroner



(AS PER ATTACHMENT A)